

SAMPLE CONTRACT FOR DOMESTIC EMPLOYEES

Section 1: General provisions

The Contract will be executed in two counterpart copies, one in English and another one in Bengali. The Contract must be signed by the employer and the employee. The parties to the contract, the English language copy of which shall be controlling, are the following individuals:

Details of the Employer

Name of the Employer: _____

Name of the organization of the employer: _____

Type of visa held while in the United States: _____

Permanent citizenship status: _____

Current address at the United States: _____

Details of the Employee

Name of the Employee: _____

Permanent address in Dhaka, Bangladesh: _____

Current address at the United States: _____

Section 2: Description of duties

In accordance with the terms and conditions of this Contract, the Employer agrees to employ the Employee at/in connection with the employer's residence in the position(s) of _____ with the following duties: _____.
_____ The Employee shall work **ONLY** for the Employer.

Section 3: Hours of work

The Employee shall be provided a minimum of 35 hours per week of paid employment. The normal number of hours per week shall be 35, including the following normal working hours:

Sl.	Days	Hours
1	Monday	
2	Tuesday	
3	Wednesday	
4	Thursday	
5	Friday	
6	Saturday	

The Employer and Employee agree to maintain a written record of all hours worked, both regular and overtime.

SAMPLE CONTRACT FOR DOMESTIC EMPLOYEES

Section 4: Time-Off from work

The Employees shall be provided a minimum of at least one full day off each week, which day(s) will normally be Sunday (unpaid).

In addition, the Employee **will** be provided time off from work, as follows:

- Holidays (with pay): Up to ---- days per year including the following:

Sl.	Type	Number of days
1	New Year's Day	
2	Memorial Day	
3	Labor Day	
4	Eid-ul-Fitr (Religious celebration)	
5	Eid-ul-Fitr (Religious celebration)	

- Sick Days (with pay): Up to --- days per year, as needed/ applicable.
- Vacation Days (with pay): Up to --- days per year.

Section 5: Minimum Wage:

The Employee shall be paid at the rate of \$ _____ per hour for all working hours, which shall **NOT** be less than the applicable prevailing or minimum wage under federal, state and local law for all working hours, whichever is more, i.e. not less than \$ _____ per hour as of _____. Wages shall be paid by check or electronic fund transfer to the Employee's bank account, on either on a weekly/bi-weekly basis, and copies of pay records will be made available without charge to the Employee.

Section 6: Over time pay

Work in excess of 40 hours per week must be paid for at the minimum rate of one and one-half times the basic hourly wage where necessary by law. Both employee and employer understand that employee cannot be required to remain on the premises after working hours without compensation.

SAMPLE CONTRACT FOR DOMESTIC EMPLOYEES

Section 7: Tax payments

The Employee must pay the Employee's share of Social Security and any applicable federal and state income taxes on all wages. The Employer agrees to assist the Employee in filling and paying federal, state, and local income tax.

Section 8: Meals & Lodging

The Employee **will** reside in the Employer's residence. The Employer will provide three 3 meals per day to the Employee at no cost to the Employee. No deduction from the Employee's wages will be applied for meals and lodging and the Employee will **NOT** be charged for meals or lodging.

Section 9: Domestic Employee Dependents

The Employee will **NOT** be accompanied by dependents.

Section 10: Transportation and Other Costs

The Employee will be provided with round-trip transportation to and from the U.S. at no cost to the Employee, at the beginning of employment and after its termination.

Section 11: Termination of Employment & Departure:

Either the Employer or the Employee may terminate this contract at any time during the Employee's first year of employment for any number of causes, for example, employee's misconduct or incompetence, or, after one year, without cause. In addition, if less than a year after the commencement of the Employee's employment, either the Employer or the Employee may terminate this contract without cause by giving the other party at least one month's notice or, in the case of contract termination by the Employer, by paying the Employee at least one month's wages. If the Employee's employment by the Employer terminates for any reason, the Employee must leave the United States promptly. The Employee may accept any other employment while working for the Employer. The Employer will report the Employee's termination to the U.S. Department of State.

Section 12: Other Terms of Employment

- I. Requirements of Employment:*** If the Employee is required to wear a uniform during working hours, the Employer shall provide the uniform and its cleaning at no expense to the Employee. The Employee's presence in the Employer's residence shall **NOT** be required except during working hours. The Employee's passport, visa, copy of the Contract or any other personal property will **NOT** be withheld by the Employer for any reason nor will the Employer prohibit the Employee from leaving the premises when the employee is not on duty.

SAMPLE CONTRACT FOR DOMESTIC EMPLOYEES

II. Legal Provisions: The Contract shall be interpreted and applied in accordance with laws of the place of the Employer's U.S. residence during the Employee's employment. Once signed and agreed by the parties in the contract, this contract may **NOT** be modified except by a written amendment.

III. Duration of Contract: The term of this contract shall be at least one year, commencing on _____ and expiring on _____ and may be extended by mutual agreement between the Employee and the Employer.

Section 13: Employer Agreement

The Employer agrees to comply with all federal, state, and local laws of the United States of America.

Employer's signature: _____

Date: _____

Employer's printed name:

Employee's signature: _____

Date: _____

Employee's Printed Name:
